



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: OPR, MNR, MNSD, MNDC, FF
Tenant: MT, CNR

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order. The tenant sought more time to apply to cancel a notice to end tenancy and to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord and the tenant.

At the outset of the hearing the tenant sought an adjournment due to medical reasons; so he could seek assistance from legal counsel; and to obtain a copy of a recording of a conversation held between the tenant and the landlord that the landlord holds and has not submitted into evidence.

During the course of explaining his reasons for his request I found the tenant was lucid and able to provide sound, rational arguments and found that he did not appear to be impeded in his abilities to participate due to any medication he was taking.

I also found that because the tenant only started to seek legal counsel Friday, May 16, 2014 or one business day before the hearing and because the matters before me related primarily to the non-payment of rent that the landlord would be prejudiced to adjourn the hearing until such time as the tenant could secure counsel, despite submitting his Application for Dispute Resolution on March 31, 2014.

As the tenant had, at best, uncertain knowledge of what he thought might be on the recording in question he provided no evidence or testimony that it would have any impact on the outcome of this hearing.

I find that none of the reasons provided for an adjournment would contribute to the outcome and I dismissed the tenant's request for an adjournment.

Both parties provide evidence to each other and to the Residential Tenancy Branch (RTB). The tenant disputes that he received all of the same evidence that the landlord

provided to the RTB. The landlord submits that he did not receive a copy of the tenant's Application for Dispute Resolution until after he served the tenant with his evidence.

I advised both parties that I would consider the service issues after I had heard testimony to determine whether or not I would consider any or all of the evidence submitted by both parties. As the parties made reached a settlement during the hearing I find this determination to now be moot and I make no findings relating to the service of evidence or copies of either Application for Dispute Resolution.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to more time to apply to cancel a notice to end tenancy and to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to Sections 46 and 66 of the *Residential Tenancy Act (Act)*.

It must also be decided if the landlord is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Act*.

Background and Evidence

During the hearing the hearing the parties came to the following settlement:

1. The landlord withdraws his Application for Dispute Resolution;
2. The tenant withdraws his Application for Dispute Resolution;
3. The tenant agrees to pay the landlord outstanding rent for the months of March, April and May 2014 and the rent for June 2014 as follows:
 - a. \$700.00 no later than May 28, 2014;
 - b. \$768.75 no later than June 4, 2014;
 - c. \$768.75 no later than June 11, 2014;
 - d. \$768.75 no later than June 18, 2014;
 - e. \$768.75 no later than June 25, 2014;
4. The tenant agrees that should he miss any one of these payments he will vacate the rental unit;
5. The tenant agrees that after all payments are completed he will vacate the rental unit no later than June 30, 2014.

Conclusion

In support of this settlement and with agreement of both parties I grant the landlord an order of possession effective **two days after service on the tenant**. This order must be served on the tenant only in the event that the tenant has failed to comply with the above settlement. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

Also in support of this settlement and with agreement of both parties I grant the landlord a monetary order in the amount of **\$3,775.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 21, 2014

Residential Tenancy Branch

